

Attachment A-G

- A PY 2027 One Stop Partner Network Memorandum of Understanding**
- B Guidance Letter 7-15, R-8 Supportive Services for Adult & Dislocated Workers**
- C Guidance Letter 23-16 One Stop Operator Procurement and Selection
No Change**
- D Guidance Letter 4-15, R-2 ETPL Eligibility No Change**
- E Guidance Letter 1-15, R-6 Priority of Service**
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A

**One Stop Partner Network Memorandum of
Understanding**



A proud partner of the **AmericanJobCenter** network

WEST VIRGINIA WORKFORCE DEVELOPMENT SYSTEM
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WV REGION VI WORKFORCE INVESTMENT BOARD,
DBA REGION VI WORKFORCE DEVELOPMENT BOARD
REGION VI CHIEF ELECTED OFFICIALS,
AND REGION VI PARTNER NETWORK
PROGRAM YEARS 2026-2027

The Workforce Innovation and Opportunity Act (WIOA) of 2014 identifies the One-Stop Career Centers, known as American Job Centers, as the service delivery system for programs funded under WIOA and its partner programs.

This Memorandum of Understanding (MOU) sets forth the terms of agreement for cooperation, consultation, and implementation of the WIOA in Region VI Workforce Development Area of WV, serving Barbour, Braxton, Doddridge, Gilmer, Harrison, Lewis, Marion, Monongalia, Preston, Randolph, Taylor, Tucker, and Upshur Counties.

Equal Opportunity Employer/Program. Auxiliary aids and services are provided to individuals with disabilities. TDD: WV RELAY 7-1-1
Region VI Workforce Development Board is 100% funded by the U.S. Department of Labor through grant awards totaling \$2,462,559.00.

Memorandum of Understanding

This MOU is executed between the Region VI Workforce Development Board (Local WDB), the American Job Center/ Region VI Partner Network (Partners), and the Chief Elected Official (CEO), Ernest VanGilder, Region VI Local Elected Officials. They are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the operation and management of the four American Job Centers in the Region VI Workforce Development Area (Local WDA). The Region VI Workforce Development Board provides local oversight of workforce programming for the Region VI Workforce Development Area.

The Region VI Workforce Development Board, with the agreement of the CEO, has (competitively) selected HRDF, Inc. as the one-stop operator for the Region VI Workforce Development Area, as further outlined in the One-Stop Operator section.

The One-Stop Operating Budget and Infrastructure Funding Agreement establish a financial plan, including terms and conditions, to fund the services and operating costs of the Region VI Workforce Development Area American Job Center network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Region VI Workforce Development Area’s high-standard American Job Center network.

The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Region VI community.

System Structure

American Job Centers

The Region VI Workforce Development Area has four American Job Centers, also known as one-stop centers that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.

❖ Fairmont American Job Center (Comprehensive)

320 & 416 Adams Street,
Fairmont, WV 26554

Operating Hours:
Monday-Thursday 8:30-5:00
Friday 9:00-5:00

❖ Clarksburg American Job Center (Affiliate)

153 West Main Street,
Clarksburg, WV 26301

Operating Hours:
Monday-Thursday 8:30-5:00
Friday 9:00-5:00

❖ Morgantown American Job Center (Affiliate)

40 Commerce Drive,
Westover, WV 26501

Operating Hours:
Monday-Thursday 8:30-5:00
Friday 9:00-5:00

❖ Elkins American Job Center (Affiliate)

1023 N. Randolph Avenue,
Elkins, WV 26241

Operating Hours:
Monday-Thursday 8:30-5:00
Friday 9:00-5:00

One-Stop Operator

The Region VI Workforce Development Board selected the one-stop operator, HRDF, Inc., through a competitive process in accordance with the Uniform Guidance¹, WIOA and its implementing regulations, and Local procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process is published and may be viewed on the Region VI Workforce Development Board website at: www.regionviwv.org. The State requires that the LWDB conduct an open and competitive procurement process for a one-stop operator at least every three years and no later than every four years."

Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

¹ Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance), including the Office of Management and Budget's (OMB) approved exceptions for the U.S. Department of Labor at 2 CFR part 2900

Partners

Partner Program	Partner Organization	Authorization/Category	Signatory Official
Adult Education	Mountain State Educational Services Cooperative	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Anne Mezzanotte, Regional Coordinator
Community College	Pierpont Community & Technical College	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dale Bradley, VP for Finance, and Administration
Community Services Block Grant Act (CSBG)	North Central WV Community Action Assoc.	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Patricia McFarland, Executive Director
Department of Probation, Parole, and Pardon Services	Workforce WV	Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Scott Adkins, Acting Commissioner
WV Division of Rehabilitation Services	WV Division of Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Gentry Cline, Director
Jobs for Veterans State Grants (JVSG)	Workforce WV	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Scott Adkins, Acting Commissioner
Migrant Seasonal Farm Worker	Workforce WV	Wagner-Peyser Employment service that includes National Farmworker Jobs Program (NFJP) ² , WIOA Sec. 167	Scott Adkins, Acting Commissioner

² This program is for migrant and seasonal farmworkers (MSFWs).

Partner Program	Partner Organization	Authorization/Category	Signatory Official
Temporary Assistance for Needy Families (TANF)	Department of Human Services	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) ³	Laurea Ellis, Regional Director - North
Trade Adjustment Assistance (TAA)	Workforce WV	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Scott Adkins, Acting Commissioner
Wagner-Peyser Employment Services (ES)	Workforce WV	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Scott Adkins, Acting Commissioner
WIOA Adult, Dislocated Worker, and Youth Programs	Workforce Development Board	WIOA title I Adult, Dislocated Worker, and Youth Programs	Maria Larry, Executive Director
YouthBuild North Central	YouthBuild North Central	YouthBuild WIOA Sec. 171 (29 USC 3226)	Lisa Shaffer, Executive Director
State Housing Finance and Development Authority	Fairmont Morgantown Housing Authority	Employment and training activities carried out by the Department of Housing and Urban	Christal Crouso, Executive Director
Council of Three Rivers American Indian Center	Council of Three Rivers American Indian Center	Indian and Native American Programs (INA) WIOA sec. 166,29 USC 3221 ⁴	Kerry Jevsevar, WIOA Program Director
Unemployment Compensation	Workforce WV	Unemployment Insurance (UI) programs under state unemployment compensation laws	Scott Adkins, Acting Commissioner
Charleston Job Corps	Charleston Job Corp	Residential career training and education program for low-income young adults ages 16 through 24.	Jeffery H. Barton Sr. Vice President

³ Per 20 CFR 678.405(b), the TANF program is not exempt from being a required partner in the American Job Center network in the State of West Virginia. Also note that participants may receive information about/apply for the Supplemental Nutrition Assistance Program (SNAP) through the Department of Health and Human Services partner staff.

⁴ TEGL 17-16 "Infrastructure Funding of the One Stop Delivery System" describes Native American programs as required one-stop partners, who are strongly encouraged to contribute to infrastructure costs, but are not required to make such contributions under WIOA.

Partner Program	Partner Organization	Authorization/Category	Signatory Official
The Disability Action Center	The Disability Action Center	Additional Partner	Julie Sole, Executive Director
Jobs and Hope	Jobs and Hope	Additional Partner	Deb Harris, Manager
Human Resource Development Employment	Human Resource Development Employment	Additional Partner	Claudette Karr, Executive Director
West Virginia Women Work	West Virginia Women Work	Additional Partner	Carol Phillips, Executive Director
Human Resource Development Foundation	Human Resource Development Foundation	Additional Partner	April Campbell, Executive Director
Southwestern Community Action Council, Inc.	Southwestern Community Action Council, Inc.	Additional Partner	Tonya Ross, CEO
Ross IES	Ross Innovative Employment Solutions	Additional Partner	Shawn Brenner, CEO

Terms and Conditions

Partner Services

At a minimum, Partners will make the below services available, as applicable to the program, consistent with and coordinated via the American Job Center network system. Additional services may be provided on a case-by-case basis and with the approval of the Region VI Workforce Development Board and the CEO.

BUSINESS SERVICES

Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment, and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES

Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools, and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities, and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support (<i>This is not an individualized career service but listed here for completeness.</i>)	Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

SEE ATTACHMENT "A" FOR ON – SITE PARTNER REPRESENTATION SCHEDULE

Roles and Responsibilities of Partners

The Parties to this agreement will work closely together to ensure that all Region VI American Job

Centers are high-performing workplaces with staff who will ensure quality of service.

◆ All Parties

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 - ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
 - ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
 - ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
 - ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99
 - ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
 - ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
 - ❖ all amendments to each, and
 - ❖ all requirements imposed by the regulations issued pursuant to these acts.
- The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
- ❖ Section §121(e)(4) of the Workforce Innovation and Opportunity Act (WIOA) and 20 CFR § 678.900 (c) require the use of the Common Identifier as part of the state and local one-stop system. Local Workforce Development Boards (LWDB) are responsible for ensuring that the Common Identifier is displayed at comprehensive and affiliated one-stop centers, as well as materials used in those centers. The West Virginia State Workforce Development Board (WVSWDB) and the LWDBs shall ensure that all one-stop centers, comprehensive and affiliate alike, adopt usage of the Common Identifier.
 - ❖ In accordance with Public Law 115-31 (Stevens Amendment), all partner public-facing materials that describe or promote programs or activities funded as a whole or in part with federal funds must clearly disclose the source and proportion of that federal funding. This requirement applies regardless of format, medium or audience. Questions and Answers can be found at [DOL Stevens Amendment Desk Aid](#).

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of

necessary service delivery protocols for the services outlined in the [Partner Services](#) section above,

- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- ❖ Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

◆ Chief Elected Official

The CEO for the Region VI Workforce Development Area is Ernest VanGilder, Region VI Local Elected Official Board. The CEO will, at a minimum:

- ❖ In Partnership with the Region VI Workforce Development Board and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- ❖ Approve the Region VI Workforce Development Board budget,
- ❖ Approve the selection of the one-stop operator following the competitive procurement process, and
- ❖ Coordinate with the Region VI Workforce Development Board to oversee the operations of the Region VI Workforce Development Area American Job Center network.

◆ Region VI Workforce Development Board

The Local WDB ensures the workforce-related needs of employers, workers, and job seekers in the Local WDA and/or the region are met, to the maximum extent possible with available resources. The Local WDB will, at a minimum:

- ❖ In Partnership with the CEO and other applicable Partners within the Local WDA, develop and submit a Local WDA plan that includes a description of the activities that shall be undertaken by the Local WDB and its Partners, and that aligns its strategic vision, goals, objectives, and workforce-related policies to the regional plan and economy,
- ❖ In Partnership with the CEO and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by all Local WDBs and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- ❖ In collaboration and Partnership with the CEO and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies,
- ❖ In cooperation with the Local CEO and the other Local WDBs within the regional area, design and approve the American Job Center network structure. This includes, but is not limited to:
 - ❖ Adequate, sufficient, and accessible one-stop center locations and facilities,
 - ❖ Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with

disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),

- ❖ A holistic system of supporting services, and
- ❖ One or more competitively procured one-stop operators.
- ❖ In collaboration with the CEO, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),
- ❖ Determine the role and day-to-day duties of the one-stop operator
- ❖ Approve annual budget allocations for operation of the American Job Center network,
- ❖ Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners,
- ❖ Leverage additional funding for the American Job Center network to operate and expand one-stop customer activities and resources, and
- ❖ Review and evaluate performance of the Region VI Workforce Development Area and one-stop operator.

◆ **Local Workforce Development Board Staff**

Specific responsibilities include, at a minimum:

- ❖ Assist the CEO and the Local WDB with the development and submission of a single regional plan,
- ❖ Support the Local WDB with the implementation and execution of the regional vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- ❖ Provide operational and grant-specific guidance to the one-stop operator,
- ❖ Investigate and resolve elevated customer complaints and grievance issues,
- ❖ Prepare regular reports and recommendations to the Local WDB, and
- ❖ Oversee negotiations and maintenance of MOUs with one-stop Partners
- ❖ Monitor the performance and contact of the One Stop Operator annually.

◆ **One-Stop Operator**

HRDF, Inc. will employ one (1) One-Stop Operator for the Region VI area who will act as “functional leader”.

The one-stop operator will be responsible for the following:

- ❖ Convening Partnership meetings;
- ❖ Assisting the Partner Network in coordinating the development of training and communication plan for the One-Stop System comprehensive and affiliate centers;
- ❖ Leading and convening partners in the design and implementation of functional integration of services of the One-Stop System;
- ❖ Assisting the Region VI WDB with the design and implementation of the One-Stop site certification process;
- ❖ Promoting the services available through the One-Stop System, including the development of marketing and outreach materials with support and final approval from the Region VI WDB;
- ❖ Evaluating customer needs and satisfaction data to continually refine and improve service strategies, including exploring implementing a real-time customer feedback model;
- ❖ Serving as a liaison between the Region VI WDB and the Partner Network;
- ❖ Ensuring that the Region VI WDB’s policies and procedures are effectively communicated and carried out through the One-Stop System;
- ❖ Coordinating outreach to business and job seeker customers, which includes coordinating the development of marketing, outreach, and labor market information materials with

- support and final approval of the Region VI WDB;
- ❖ Working with the Partner Network and the Region VI WDB to define and provide a means to meet common operational needs, such as training, technical assistance, and additional resources, etc.;
- ❖ Facilitating sharing of data and information;
- ❖ Representing the Region VI Workforce West Virginia Center One-Stop System at community meetings to promote services and or discuss partnership opportunities;
- ❖ Ensuring EEO requirements are met, including coordinating staff training, and assuring EEO posters and processes are in place;
- ❖ Assisting the Region VI WDB in the coordination and implantation of Rapid Response activities, and serving as the Region VI WDB representative to those activities;
- ❖ Manage **fiscal responsibilities** and records for the center. This includes assisting the Local WDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

HRDF, Inc. will not assist in the development, preparation, and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities of the Local WDB. Region VI Workforce Development Board is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

◆ Partners

The Region VI AJC Partner Network is committed to a **customer-centered service delivery model**. Partners agree to transition from fragmented, program-specific processes to a seamless, integrated workforce system. The goal is to ensure every job seeker and employer experiences a coordinated and supportive pathway to services.

1. Partners commit to a "No Wrong Door" philosophy. Regardless of where a customer enters the system, they shall be connected to the full suite of regional resources.
 - ❖ Physical Access: Partners will maintain a presence and/or referral capability at the comprehensive and affiliate AJC sites in Fairmont, Elkins, Clarksburg, and Morgantown.
 - ❖ Virtual Access: Partners agree to cross-link their respective websites with the Region VI Workforce Development Board and WorkForce West Virginia platforms to ensure 24/7 digital access to Labor Market Information (LMI) and Career Services.
 - ❖ Rural Outreach: Partners commit to the "Mobile Unit Concept," utilizing a "shared table" model at community hubs to reach justice-involved individuals, those facing housing disruption, and rural residents.
2. To ensure customers are treated as guests of the *entire* system rather than a single program, Partners agree to:
 - ❖ Standardized Triage: Utilize the Region VI AJC Needs Assessment/Intake Form to capture immediate needs (housing, food, etc.) and employment goals.

- ❖ Universal Access: Allow all customers to use resource rooms and computer stations for MACC enrollment and job searches without immediate eligibility barriers.
 - ❖ System Orientation: Provide customers with a comprehensive overview of the full partner network using the shared Resource Binder.
3. The referral process is the "human bridge" between disparate partner databases.
- ❖ Warm Handoffs: Partners shall use the AJC Partner Referral Form for all inter-agency transfers. This ensures "substantive referrals" where the receiving agency has the necessary context to act immediately.
 - ❖ MACC Integration: While the Mid-Atlantic Career Consortium (MACC) is the primary system for WIOA Title I, III, and UI, all partners agree to enter basic client profiles to the extent their access allows to minimize data duplication.
 - ❖ Closing the Loop: The One-Stop Coordinator will monitor referral flow. Partners commit to responding to tracking inquiries to confirm that customer needs were addressed.
4. Partners agree to coordinate resources to "fill the gaps" that a single funding source cannot cover.
- ❖ Co-Enrollment: Participants will be co-enrolled in multiple programs (e.g., Adult Education + WIOA Title I) whenever eligibility allows.
 - ❖ Resource Braiding: Partners will collaborate to combine training funds with supportive services (e.g., SNAP E&T providing transportation while WIOA pays tuition).
5. Partners shall implement Priority of Service for the WIOA Adult program at all times. Staff will be trained to identify and "fast-track" the following groups in order of precedence:
- ❖ Veterans and eligible spouses who are low-income or basic skills deficient.
 - ❖ Non-veterans who are low-income or basic skills deficient.
 - ❖ Veterans/spouses who meet general eligibility but not statutory priority.
 - ❖ Local priority groups (Justice-involved, individuals with disabilities).
6. Success is defined by long-term retention, not just placement.
- ❖ 12-Month Follow-Up: Partners agree to maintain contact with exited participants for a minimum of one year.
 - ❖ Closed-Loop Digital Strategy: Partners will promote the use of the Follow-up/QR Code Survey at the 90-day mark to verify employment, wages, and the need for further supportive services to prevent job loss.

All AJC Partner staff are required to participate in quarterly partner meetings and cross-training sessions to remain proficient in the Customer Journey protocols. This ensures that the "human bridge" remains functional even when digital systems are not fully integrated.

SEE ATTACHMENT "C" - REGION VI AJC PARTNER NETWORK SERVICE DELIVERY MODEL

Data Sharing

The MACC, known in West Virginia as WorkForce West Virginia Management Information System, is the computerized system of record keeping that will include a common data repository for WIOA, Wagner-Peyser, Trade Adjustment Assistance (TAA) and other Title I (B) activities. All partners agree to enter client profiles (job and training seekers), job openings and employer information it receives into WorkForce West Virginia (MACC) to the extent partner module and access become available.

The WorkForce West Virginia system (MACC) or replacement, will be the system of choice for finding employment or obtaining training through the agencies working together to develop common processes through the system.

A process for allocating both future development costs and ongoing operational costs to include regular maintenance and “help desk” type support for the system will be established. It is anticipated that all state agencies accessing and using the WorkForce West Virginia system (MACC) will contribute toward all costs of the MACC based on an agreed upon fair and proportionate allocation determined by system use or overall funding. The local WDB will also contribute proportionately toward the total cost.

Partners further agree that the collection, use, and disclosure of customers’ personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the Local WDB’s policies and procedures regarding the safeguarding of PII.
- ❖ The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
- ❖ Customer data may be shared with other programs, for those programs’ purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- ❖ All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff shall adhere to the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential

information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Region VI Workforce Development Board American Job Center network,
- ❖ Develop materials summarizing their program requirements and making them

- available for Partners and customers,
- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms,
- ❖ Provide substantive referrals – in accordance with the Region VI Workforce Development Board Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs,
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

The following is a step-by-step referral flow details the "Human Bridge" concept described in the Region VI AJC Partner Network Service Delivery Model:

*"All Partners agree to adhere to the standardized Referral Flow Chart, ensuring that the **AJC Partner Referral Form** is utilized for every inter-agency transfer to maintain data integrity and customer service standards."*

Region VI AJC Partner Network: Referral Flow Chart

Phase 1: Entry & Triage (The "No Wrong Door")

- Step 1: Point of Contact
 - Customer enters via Physical Location (Fairmont, Elkins, Clarksburg, Morgantown), Mobile Unit, or Virtual Hub.
- Step 2: Initial Greeting & Needs Assessment
 - Staff provides the Region VI AJC Needs Assessment/Intake Form.
 - *Goal:* Identify immediate barriers (housing, food) vs. long-term goals (training, employment).
- Step 3: Priority Screening
 - Staff screens for Veteran status or Basic Skills Deficiency.
 - *Action:* If eligible, the customer is moved to the "Front of the Line" per Priority of Service protocols.

Phase 2: Integration & The Warm Handoff

- Step 4: MACC Profile Creation
 - Staff assists customer with Self-Registration on the WorkForce WV website/MACC.
 - *Note:* This establishes the "Data Backbone" for Title I, III, and UI programs.
- Step 5: Partner Identification
 - Staff consults the Partner Resource Guide to match the customer's barriers with a specific agency (e.g., DHHR, Adult Ed, Vocational Rehab).
- Step 6: Executing the Warm Handoff
 - Staff completes the **AJC Partner Referral Form**.

- *The "Warm" Element:* Staff contacts the receiving partner directly or schedules an appointment so the customer does not have to "re-tell their story."

Phase 3: Active Service & Braided Support

- Step 7: Co-Enrollment Determination
 - Partner agencies meet to determine if Braided Funding is possible (e.g., Title I pays for CDL tuition while a community partner pays for the required physical exam/boots).
- Step 8: Integrated Case Management
 - Primary Case Manager updates the MACC system; secondary partners communicate via the One-Stop Coordinator to ensure no duplication of services.

Phase 4: Placement & Retention (The Closed Loop)

- Step 9: Employment/Credential Attainment
 - Customer completes training or secures a job. Outcome is documented in MACC.
- Step 10: 12-Month Longitudinal Follow-Up
 - Case Manager maintains quarterly contact for one full year to track wage data and job retention, ensuring long-term stability.

Summary of Referral Tools

Tool Name	Purpose	User
Needs Assessment Form	Identifies initial barriers & goals	All Front-Line Staff
Partner Resource Guide	Directory of "who does what"	All Staff
AJC Referral Form	The formal "Warm Handoff" document	Referring Staff
One-Stop Coordinator	Monitors flow and "closes the loop"	Management
Follow-Up Documentation	Post-employment data & retention	Case Management Staff

Accessibility

Accessibility to the services provided by the American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the Region VI American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

◆ Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design.

Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an “equal and meaningful” manner providing access for individuals with disabilities.

◆ **Virtual Accessibility**

The Region VI Workforce Development Board will work with the West Virginia State Workforce Development Board (State WDB) to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use “clear Government communication that the public can understand and use” and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners should either have their own web presence via a website and/or the use of social media or work out a separate agreement with the Region VI Workforce Development Board to post content through its website.

◆ **Communication Accessibility**

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

◆ **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices should be made available to ensure physical and programmatic accessibility within the American Job Center network.

Outreach

The Region VI Workforce Development Board and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- ❖ Specific steps to be taken by each partner,
- ❖ An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,
- ❖ An outreach and recruitment plan for out-of-school youth,
- ❖ Sector strategies and career pathways,
- ❖ Connections to registered apprenticeship,
- ❖ A plan for messaging to internal audiences,
- ❖ Regular use of social media,
- ❖ Implementation of a One Stop Committee,
- ❖ A partner specific resource guide highlighting services offered, and
- ❖ Leveraging of any statewide outreach materials relevant to the region.

Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. (Note: This is separate from the Region VI Local WDA Customer Grievance and Complaint Management Policy.) A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the Local WDB Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally.

Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the Region VI Workforce Development Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.

The Region VI Workforce Development Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a $\frac{2}{3}$ majority consent of the Executive Committee members present. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.

The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.

The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.

The Region VI Workforce Development Board Chair will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution.

Monitoring

The Region VI Workforce Development Board, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

All parties to the MOU further agree to provide information in a timely manner when requested by the Workforce System. These reports may include, but not limited to, information on funding streams, (federal and state), customers served, performance outcomes, and other items as requested. These reports may be furnished to the West Virginia Legislature and other stakeholders. All agencies agree to share appropriate information.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party.

The Parties acknowledge the Region VI Workforce Development Board and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Region VI Workforce Development Board or the one-stop operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with, Implementing the Salary and Bonus Limitations in Public Law 109-234, WIOA section 194(15)(A) and/or West Virginia Workforce Development Board 100-04 Compensation Policy restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II or the lower limit established by the State of West Virginia for those funded under WIOA Title I or the Wagner-Peyser Act.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of West Virginia. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Steps to Reach Consensus

1. Notification of Partners

The Region VI Workforce Development Board Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

2. Review and Comment

Within two (2) weeks of receipt of the draft MOU, all Parties must review and return feedback to the Region VI Workforce Development Board Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. During this time frame, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties. It is the responsibility of the Region VI Workforce Development Board Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

3. Finalized Draft

The Region VI Workforce Development Board Chair (or designee) must circulate the finalized MOU and secure Partner signatures within two (2) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the Region VI Workforce Development Board Chair (or designee) must ensure that the dispute resolution process is

followed.

Modification Process

1. Notification

When a Partner wishes to modify the MOU, the Partner must first provide written notification to the local WDB of the proposed modification(s).

2. Discussion/Negotiation

Upon notification, the Region VI Workforce Development Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. This may be done through partner meeting or email.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Region VI Workforce Development Board Chair (or designee) may need to call a meeting of the Parties to resolve the issue.

Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the Region VI Workforce Development Board, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Region VI Workforce Development Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the Region VI Workforce Development Board Chair (or designee) must ensure that the process in the [Dispute Resolution](#) section is followed.

3. Signatures

The Region VI Workforce Development Board Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within two (2) weeks. The modified MOU will be considered fully executed once all signatories have been reviewed and signed.

The modification may be signed by counterparts, meaning each signatory can sign a separate document as long as the Region VI Workforce Development Board Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Termination

This MOU will remain in effect until the end date specified in the [Effective Period](#) section below, unless:

- ❖ All Parties mutually agree to terminate this MOU prior to the end date.
- ❖ Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any

party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.

- ❖ WIOA is repealed or superseded by subsequent federal law.
- ❖ Local area designation is changed under WIOA.
- ❖ A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Region VI Workforce Development Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the [Modification Process](#) section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every year to ensure appropriate funding and delivery of services.

Effective Period

This MOU is entered into on July 1, 2026. This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2027, unless any of the reasons in the [Termination](#) section above apply.

One Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Region VI Workforce Development Area American Job Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- ❖ Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- ❖ Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- ❖ Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- ❖ Ensures that costs are appropriately shared by American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the Region VI Workforce Development Area's high-standard American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- ❖ Infrastructure costs (also separately outlined in the [Infrastructure Funding Agreement \(IFA\)](#), **
- ❖ Career services, and
- ❖ Shared services.

** All four One Stops (AJC Centers) in Region VI are located in State of West Virginia Office Buildings and therefore, infrastructure costs for the operation of the four One Stop locations (AJC Centers) in Region VI are limited only to the office facilities that house the One Stop Coordinator, WIOA Career Planners and the Career Clothing Closet as part of the One Stop Operator Contract. Region VI One Stop Partners are responsible for their own infrastructure costs through their respective leases with the WV State Dept of Administration and/or the landlord of any associated office space.

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately.

The Region VI Workforce Development Board has opted to use the allocation base of "Full Time Equivalent" or FTE's in distributing costs associated with the monthly contract expenditures invoiced by the One Stop Operator. Region VI WDB believes that this allocation base best fits the organizational structure of the Region VI One Stop System. These costs are considered shared services and must be offset by partner contributions and not the sole responsibility of the Region VI WDB. All Region VI partners are encouraged to negotiate in good faith and seek to establish outcomes that are reasonable and fair for the entire Region VI Partner Network.

SEE ATTACHMENT "B" - ONE – STOP OPERATING BUDGET

Cost Reconciliation and Allocation Base Update

All Parties agree that quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide the Region VI Workforce Development Board with the following information no later than fifteen (15) days after the end of each quarter, as applicable: **(It is each partner's responsibility to designate one individual from whom the One Stop Coordinator will obtain the quarterly information)**
 - Updated staffing information – FTE's (per the 1st day of the 1st month of each quarter) – this information will be provided by completing the Region VI Partner Network/Infrastructure Survey sent out by the One Stop Coordinator at the end of each quarter. (Example attached), And;
 - If any, total amount of Extraordinary Services that the partner organization wishes to claim to off-set it's quarterly contribution. To claim Extraordinary Services, partners must complete and submit the Extraordinary Service Form along with the Region VI Partner Network/Infrastructure Survey and obtain approval from the One Stop Coordinator. (Example attached).
2. Upon receipt of the above information, the Region VI One Stop Coordinator will:
 - Update the Full Time Equivalent (FTE) allocation bases on the One Stop Operating

- Budget Spreadsheet;
 - Enter the actual costs incurred by the One Stop Operator for the previous quarter into the One Stop Operating Budget Spreadsheet in order to determine each partner's share of the quarterly shared costs;
 - Deduct any approved Extraordinary Service amounts from the participating partner's share of costs;
 - Reconcile the spreadsheet (Budget vs Actual) and send out invoices to the designated partner representative for the most current quarter.
 - Billing will be retroactive for each quarter (based upon last quarters actuals) and invoices will be sent out by the 20th of October, January, April and July;
 - Invoices are payable within 30 days;
 - The One Stop Coordinator then forwards the updated One Stop Operating Budget Spreadsheet to the Region VI Workforce Development Fiscal Director.
3. Once the Region VI Workforce Development Board Fiscal Director receives the updated spreadsheet she will:
- Prepare an updated budget document showing cost adjustments.
 - Enter checks and/or deposits received from partners into a liability account in Quickbooks; and
 - Use the amount in the liability account to offset the One Stop Operator's monthly invoices.

Infrastructure Funding Agreement

American Job Center infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the American Job Center, including, but not limited to:

- ❖ Rental of the facilities;
- ❖ Utilities and maintenance;
- ❖ Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
- ❖ Technology to facilitate access to the American Job Center, including technology used for the center's planning and outreach activities.

** All four One Stops (AJC Centers) in Region VI are located in State of West Virginia Office Buildings and therefore, infrastructure costs for the operation of the four One Stop locations (AJC Centers) in Region VI are limited only to the office facilities that house the One Stop Coordinator, WIOA Career Planners and the Career Clothing Closet as part of the One Stop Operator Contract. Region VI One Stop Partners are responsible for their own infrastructure costs through their respective leases with the WV State Dept of Administration and/or the landlord of any associated office space

All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all partners, whether they are physically located in the American Job Center or not. Each partner's contributions to these costs, however, may vary, as these contributions are

based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. In Region VI, Virtual partners are required to commit to a minimum of 7 hours per week in respect to the FTE allocation base.

Partners

Partners funding the costs of infrastructure according to this IFA are the same as identified in the [Partners](#) section of the MOU.

Cost Reconciliation and Allocation Base Update

All Parties agree that the cost reconciliation and allocation base update for this IFA will be the same as described in the [Cost Reconciliation and Allocation Base Update](#) section of the MOU.

Steps to Reach Consensus

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the [Steps to Reach Consensus](#) section of the MOU.

Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the Region VI Workforce Development Board in the American Job Center network.

Dispute and Impasse Resolution

All Parties will actively participate in Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the [Dispute Resolution](#) section of the MOU must be followed.

If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

◆ Step 1: Notice of failure to reach consensus given to Workforce WV.

If the Parties cannot reach consensus on methods of sufficiently funding a one-stop center's infrastructure costs and the amounts to be contributed by each Local Partner program, the Region VI Workforce Development Board is required to notify Workforce WV in accordance with WIOA policy 06-17 (Change 1) Memorandum of Understanding/Infrastructure Guidance.

◆ Step 2: Negotiation materials provided to Governor.

The Region VI Workforce Development Board Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the Region VI Workforce Development Chair (or designee) must provide to the Governor:

- ❖ The Local WIOA plan,
- ❖ The cost allocation methodology or methodologies proposed by the Partners to be used in determining the proportionate share,
- ❖ The proposed amounts or budget to fund infrastructure costs,
- ❖ The amount of Partner funds included,
- ❖ The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how Partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306),
- ❖ Any proposed or agreed on American Job Center budgets (for individual centers or a network of centers), and
- ❖ Any partially agreed upon, proposed, or draft IFAs.

The Local WDB may also provide the Governor with additional materials that they or the Governor find to be appropriate.

◆ **Step 3: Workforce WV (with Governors Approval) Determinations and Calculations**

Workforce WV will:

- ❖ Determine one-stop center infrastructure budget(s),
- ❖ Establish cost allocation methodology(s),
- ❖ Determine Partners' proportionate shares,
- ❖ Calculate statewide caps,
- ❖ Assess the aggregate total of infrastructure contributions as it relates to the statewide cap, and
- ❖ Adjust allocations.

Once all determinations and calculations are completed, the Workforce WV will notify the Region VI Workforce Development Board Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

◆ **Step 4: IFA Execution**

The IFA becomes effective as of the date of signing by the final signatory.

Partners may appeal Workforce WV's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, 34 CFR 361.750, 34 CFR 463.750 and Workforce WV's WIOA Policy 06-17 (Change 1).

Modification Process

All Parties agree to abide by the process for modification, as outlined in the [Modification Process](#) section of the MOU.

Effective Period

This IFA is entered into on July 1, 2026. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2027, unless any of the reasons in the [Termination](#) section of the MOU applies.

Definitions

One-Stop Delivery System

The one-stop delivery system (herein also referred to as the American Job Center network) brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-stop Partners administer separately funded programs as a set of integrated streamlined services to customers.

[20 CFR 678.300(a); 34 CFR 361.300(a); and 34 CFR 463.300(a)]

Required One-Stop Partners

Department of Labor

- ❖ WIOA title I programs:
 - Adult, Dislocated Worker, and Youth formula programs;
 - Job Corps;
 - YouthBuild;
 - Native American programs;
 - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);
- ❖ Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
- ❖ Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965;
- ❖ Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974;
- ❖ Unemployment Compensation (UC) programs;
- ❖ Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.;
- ❖ Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

Department of Education

- ❖ Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA title II;
- ❖ Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- ❖ The State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;

Department of Housing and Urban Development

- ❖ Employment and training programs;

Department of Health and Human Services

- ❖ Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- ❖ Temporary Assistance for Needy Families (TANF) program authorized under

part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).
[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the Local WDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29

U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

Infrastructure Costs

Non-personnel costs that are necessary for the general operation of the one-stop center, including but not limited to applicable facility costs (such as rent), costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities. Common identifier costs may be considered as costs of one-stop infrastructure.

[WIOA sec. 121(h)(4); 20 CFR 678.700(a)-(b); 34 CFR 361.700(a)-(b); and 34 CFR 463.700(a)-(b)]

Additional Costs

Must include the costs of the provision of career services in Sec. 134(c)(2) applicable to each program consistent with Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200 and may include shared operating costs and shared services.

[WIOA Sec. 121(i)(1); 20 CFR 678.760(a); 34 CFR 361.760(a); 34 CFR 463.760(a); and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4- 5, Attachment II)]

Shared Operating Costs and Shared Services

Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other one-stop Partners, and business services. For shared additional costs exclusive of infrastructure, which might include the cost of the one-stop operator and other service providers that provide services to multiple partners, then these shared costs need to be reconciled using an appropriate cost allocation methodology.

[WIOA sec. 121(i)(2); 20 CFR 678.760(b); 34CFR 361.760(b); 34 CFR 463.760(b); and TEGL 17-16, RSA TAC 17-3, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 4-5, Attachment II)]

One-Stop Operating Budget

The one-stop operating budget of one-stop centers or American Job Centers (AJC) is the financial plan that the one-stop partners, the CEO, and the Local WDB have agreed to in the MOU that will be used to achieve their goals of delivering services in a local area. The MOU must contain, among other things, provisions describing how the costs of shared services provided by the one-stop system and the operating costs of such system will be funded, including the infrastructure costs for the one-stop system (WIOA sec. 121(c)(2)(A) and 20 CFR 678.500(b)).

The one-stop operating budget may be considered the master budget that contains a set of individual budgets or components that consist of costs that are specifically identified in the statute: infrastructure costs, defined in WIOA sec. 121(h)(4); and additional costs which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop delivery system and do not constitute infrastructure costs. These additional costs are described in WIOA sec. 121(i). The one-stop operating budget must be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation helps to ensure that the budget reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received. The one-stop operating budget may be further refined by the one-stop partners, as needed, to assist in tracking their contributions. It may be necessary at times to separate the budget of a comprehensive one-stop center from a specialized one-stop center or an affiliate one-stop center.

One-Stop operating costs include infrastructure costs and additional costs, which are made up of applicable career service, shared operating costs and shared services.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 3-4)]

Infrastructure Funding Agreement (IFA)

The IFA contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of applicable career services, shared operating costs, and shared services, which are considered additional costs. While each of these components covers different cost categories, an operating budget would be incomplete if any of these cost categories were omitted, as all components are necessary to maintain a fully functioning and successful local

one-stop delivery system. Therefore, the Departments strongly recommend that the Local WDBs, one-stop partners, and CEOs negotiate the IFA, along with additional costs when developing the operating budget for the local one-stop system. The overall one-stop operating budget must be included in the MOU. IFAs are a mandatory component of the local MOU, described in WIOA sec. 121(c) and 20 CFR 678.500 and 678.755. Similar to MOUs, the Local WDB may negotiate an umbrella IFA or individual IFAs for one or more of its one-stop centers.

The Departments also consider it essential that the IFA include the signatures of individuals with authority to bind the signatories to the IFA, including all one-stop partners, CEO, and Local WDB participating in the IFA.

Changes in the one-stop Partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

[TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (pp. 17-18 and Attachment II)]

Funding Types

Cash

- ❖ Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.

Non-Cash

- ❖ Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
- ❖ Non-cash contributions or goods or services contributed by a Partner program and used by the one-stop center.

Third-party In-kind

- ❖ Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-one-stop Partner to:
- ❖ Support the one-stop center in general; or
- ❖ Support the proportionate share of one-stop infrastructure costs of a specific partner.

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR 463.760]

Allocation

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. [2 CFR 200.4]

Cost Objective

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also §§ 200.44 Final cost objective and 200.60 Intermediate cost objective. [2 CFR 200.28]

Authority and Signature

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing this agreement, the individual signatory certifies that he or she is authorized to sign on behalf of the Partner organization and that they bind the organization to the faithful performance of this agreement, in its entirety. The signatory also assures on behalf of the Partner organization that it will comply with practices, policies, and procedures regarding client confidentiality, data, security, Drug Free Workplace Policy, Equal Employment Opportunity Regulations, and all required assurances as outlined in the Workforce Innovation and Opportunity Act.

My signature certifies my understanding of the terms outlined herein:

- ☐ and agreement with: The MOU
☐ The Operating Budget
☐ The Infrastructure Funding Agreement (IFA)

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ☐ The MOU
☐ The Operating Budget
☐ The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In one year,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2027, whichever occurs earlier

Signature

Date

Printed Name, Title, & Email Address

Partner/Organization Name

Local Contact or Designated Regional Contact - Name/Phone/Email Address – If Different from Signatory listed above

ATTACHMENT "A"
EXAMPLE BASED ON PREVIOUS PROGRAM YEAR FTE COUNTS PER PARTNER

Fairmont One Stop - Comprehensive	# of Full time Employees	# hours worked per week if less than 40	# of FTE's
Adult Education - MSEC	0	7	0.175
Charleston Job Corps (virtual access)	0	7	0.175
Community College - PC&TC (virtual access)	0	7	0.175
Community Services Block Grant Act (CSBG) - NCWVCAA (virtual access)	0	7	0.175
Department of Commerce - WFWW	6		6
Dept. Human Services (TANF)	3		3
Division of Rehabilitation Services - DRS	8		8
Housing and Urban Development Employment and Training- FMHA (virtual access)	0	7	0.175
WIOA Adult, Dislocated Workers, Youth Program	9		9
YouthBuild (virtual access)	0	7	0.175
Clarksburg One Stop - Affiliate	# of Full time Employees on site	# hours worked per week if less than 40	# of FTE's
Department of Commerce - WFWW	5		5
Dept. Human Services (TANF)	5		5
Division of Rehabilitation Services - DRS	8		8
WIOA Adult, Dislocated Workers, Youth Program	1		1
Elkins One Stop - Affiliate	# of Full time Employees on site	# hours worked per week if less than 40	# of FTE's
Department of Commerce - WFWW	6		6
WIOA Adult, Dislocated Workers, Youth Program	3		3
Morgantown One Stop - Affiliate	# of Full time Employees on site	# hours worked per week if less than 40	# of FTE's
Department of Commerce - WFWW	8		8
WIOA Adult, Dislocated Workers, Youth Program	1		1
Additional Partners	# of Full time Employees on site	# hours worked per week if less than 40	# of FTE's
Disability Action Center	0	7	0.175
HRDE	0	7	0.175
Jobs & Hope	0	7	0.175
Southwestern Community Action Council	0	7	0.175
WV Women Work	0	7	0.175
Total FTE			64.925

Example based on Previous Program Year Budget / FTE's - ATTACHMENT "B"

	A	B	C	D	E	F	G	H
1	Region VI One Stop Operating Budget 2026-2027							
2	Fairmont One Stop - Comprehensive	FTE's	Cost per FTE	Total Cost	Shared Costs	Infrastructure Costs	Total Cost	
3	Fairmont One Stop - Comprehensive				93%	7%		
4	Adult Education - MDESC	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
5	Charleston Job Corps (virtual access)	0.1750 \$	1,778.59	311,2541	\$ 289.47	\$ 21.79	\$ 310.42	
6	Community College -PC&TC (virtual access)	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
7	Community Services Block Grant Act (CSBG)- NCWVCAA (virtual access)	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
8	Department of Commerce - WFWV	6.0000 \$	1,773.80	10,642,8032	\$ 9,897.81	\$ 745.00	\$ 10,642.80	
9	Dept of Human Services (TANF)	3.0000 \$	1,773.80	5,321,4016	\$ 4,948.90	\$ 372.50	\$ 5,321.40	
10	Division of Rehabilitation Services - DRS	8.0000 \$	1,773.80	14,190,4043	\$ 13,197.08	\$ 993.33	\$ 14,190.40	
11	Housing and Urban Development Employment and Training- FMHA (virtual access)	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
12	WIOA Adult, Dislocated Workers, Youth Program	9.0000 \$	1,773.80	15,964,2049	\$ 14,846.71	\$ 1,117.49	\$ 15,964.20	
13	YouthBuild (virtual access)	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
14								
15	Clarksburg One Stop - Affiliate							
16	Dept. of Human Services (TANF)	5.0000 \$	1,773.80	8,869,0027	\$ 8,248.17	\$ 620.83	\$ 8,869.00	
17	Dept. of Commerce - WFWV	5.0000 \$	1,773.80	8,869,0027	\$ 8,248.17	\$ 620.83	\$ 8,869.00	
18	Division of Rehabilitation Services - DRS	8.0000 \$	1,773.80	14,190,4043	\$ 13,197.08	\$ 993.33	\$ 14,190.40	
19	WIOA Adult, Dislocated Workers, Youth Program	1.0000 \$	1,773.80	1,773,8005	\$ 1,649.63	\$ 124.17	\$ 1,773.80	
20								
21	Elkins One Stop - Affiliate							
22	Dept. of Commerce - WFWV	6.0000 \$	1,773.80	10,642,8032	\$ 9,897.81	\$ 745.00	\$ 10,642.80	
23	WIOA Adult, Dislocated Workers, Youth Program	3.0000 \$	1,773.80	5,321,4016	\$ 4,948.90	\$ 372.50	\$ 5,321.40	
24								
25	Morgantown One Stop - Affiliate							
26	Dept. of Commerce - WFWV	8.0000 \$	1,773.80	14,190,4043	\$ 13,197.08	\$ 993.33	\$ 14,190.40	
27	WIOA Adult, Dislocated Workers, Youth Program	1.0000 \$	1,773.80	1,773,8005	\$ 1,649.63	\$ 124.17	\$ 1,773.80	
28	Additional Partners							
29	Disability Action Center	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
30	HRDE	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
31	Jobs & Hope	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
32	Southwestern Community Action Council	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
33	WV Women Work	0.1750 \$	1,773.80	310,4151	\$ 288.69	\$ 21.73	\$ 310.42	
34	*Total	64.9250					\$ 115,164.00	Cost per FTE
35	*Budget	64.9250					\$ 115,164.00	1,773.80

Region VI AJC Partner Network Service Delivery Model: The Customer Journey

The partners of the Region VI American Job Center Partner network are committed to implementing a customer-centered service delivery model. This approach is designed to eliminate fragmented, program-specific processes and instead establish a seamless, integrated workforce system that is accessible and easy to navigate for all customers, including job seekers and employers.

Our goal is to ensure that every individual experiences a coordinated, efficient, and supportive pathway to employment and training services.

4.1 How Customers Enter the System

The Region VI partner network adopts a “No Wrong Door” policy, ensuring customers are connected to the full system regardless of their entry point. The American Job Centers have resources for partners, in addition to other local services in the area.

Customers may access services through:

- **In-Person Access:** Visiting an American Job Center (AJC) or any partner agency location in the Region VI Service Area, which are in the following locations:

- 320-416 Adams Street, Fairmont, WV
- 1023 N. Randolph Avenue, Elkins, WV
- 153 W. Main St., Clarksburg, WV
- 40 Commerce Drive, Morgantown, WV

- **Virtual Access:** Customers can access labor market information, regional job information, approved training information, and WIOA partner information at either of the two following websites: the **Region VI Workforce Development Board** (<https://regionviwv.org/>) or **WorkForce West Virginia** (<https://workforcewv.org/>). Links to the Region VI AJC Partners' respective websites can be found at (<https://regionviwv.org/american-job-centers/partners/>)

These platforms provide a comprehensive suite of resources for both job seekers and businesses in the 13-county North Central West Virginia region.

Key Resources Available Online:

- **Labor Market Information:** Access data on regional employment trends, high-demand occupations, and economic indicators.

“Attachment C”

- **Career Services:** Find assistance with job searches, resume building, and career counseling through the American Job Center (AJC) network.
- **Training & Education:** Information on WIOA-funded training programs, provider eligibility, and skill-building workshops.
- **Partner Network:** Direct links to regional partners, including Adult Education, Vocational Rehabilitation, and various community action agencies.
- **Business Services:** Resources for employers regarding recruitment, training reimbursement, and labor law compliance.

Self-registration on the WorkForce West Virginia website is a critical step for job seekers to gain full access to the state's labor exchange system, known as the **Mid-Atlantic Career Consortium (MACC)**.

By creating an account, customers transition from passive browsing to active recruitment, allowing the system and local staff to match their specific skills with open positions.

QR codes are provided to allow quick access to the Region VI AJC Partner Network Facebook Page in order to access current events and resources available in the Region VI service area.

• **Partner Referrals (Warm Handoffs):** To maintain high standards of customer service and program integrity, the following protocols are in place:

- **The Partner Resource Guide:** A comprehensive directory used by staff to match a customer's specific barriers (such as transportation, childcare, or specialized training needs) with the appropriate regional service provider.
- **The AJC Partner Referral Form:** This document serves as the formal mechanism for a "warm handoff." It ensures that the receiving agency has the necessary context to assist the customer immediately, reducing the need for the individual to repeat their story multiple times.
- **The One-Stop Coordinator's Role:** Acting as the central hub for the network, the Coordinator monitors the referral "flow." This oversight includes:
 - **Tracking:** Verifying that the referral was received and acted upon.
 - **Closing the Loop:** Following up with both the customer and the partner agency to confirm that the identified needs were addressed.
 - **Data Integrity:** Ensuring that referral outcomes are documented for regional performance reporting.

“Attachment C”

- **Outreach & Engagement:** Region VI’s outreach strategy effectively bridges the gap for rural residents in North Central West Virginia, ensuring that geographic isolation or lack of transportation does not become a barrier to economic opportunity. By prioritizing "meeting residents where they are," the **Region VI AJC Partner Network** strengthens the connection between federal resources and the local workforce.

Key Outreach Pillars:

1. Mobile AJC Events & Rural Access

- **The Mobile Unit Concept:** Partner agencies collaborate to host events in community hubs in the most remote areas. Partners (Youth, Rehab, Veterans, etc.) utilize a "shared table" model, ensuring a customer can receive a holistic assessment of available services in a single visit.
- **Targeted Distribution:** Partner brochures are strategically placed in high-traffic, specialized locations to reach those most in need:
 - **Justice-Involved:** Day Report Centers and Drug Court Counselors.
 - **Housing Disruption:** Homeless shelters and regional housing agencies.

2. Digital Access & Regional Coordination

- **The Virtual Hub:** The [Region VI Workforce Development Board website](#) serves as the 24/7 digital front door, hosting direct links to all WIOA partners and localized resource guides.
- **Continuous Updates:** The site provides real-time information on regional news, success stories, labor market data, and upcoming regional events.

3. Rapid Response for Dislocated Workers

- **Emergency Deployment:** When a major layoff or plant closing occurs, the **Rapid Response Team** mobilizes to provide immediate on-site assistance.

4.2 The Welcome Experience

All individuals will be served as customers of the entire workforce system, rather than a single program.

- **Initial Greeting & Triage:** All Region VI AJC Partner staff will promptly assess customer needs and provide appropriate directions. The Region VI American Job Center Needs Assessment/Intake Form enables individuals seeking assistance to identify and select from a wide range of services offered by partner agencies. This paper assessment provides a clear snapshot of participant needs and facilitates effective referrals to the appropriate partner for service delivery.

“Attachment C”

- **Universal Access:** Customers may access available resources without eligibility requirements. All individuals are encouraged to utilize computer stations for activities such as job searches, virtual interviews, and enrollment in programs such as MACC. Additionally, information is regularly updated on the Region VI website and Facebook page to support both partners and customers seeking services or additional information.
- **System Orientation:** Customers will receive a comprehensive overview of all partner services. An up-to-date resource binder is available both online and at each American Job Center partner location. Additional materials and resources tailored to specific populations, including veterans, parents and youth, are also accessible at AJCs.

4.3 Getting Started (Intake & Assessment)

- **Common Intake Process:** A standardized intake form is utilized across all partner organizations. All partners have access to and maintain copies of the Needs Assessment/Intake Form. The Needs Assessment/Intake form captures immediate needs—such as housing, food, and other supportive services—as well as educational and employment-related assistance requirements. The use of a common referral form is strongly encouraged by Region VI to promote a streamlined and consistent process among partner agencies.

Although the **Mid-Atlantic Career Consortium (MACC)** serves as the central data backbone for the West Virginia workforce system, its full integration as a "common database" is currently limited to three primary WIOA partners. While all partners in the Region VI AJC Network are encouraged to enter basic profile data and job openings into the MACC to the extent that access is available, the primary entities that utilize it for comprehensive case management and daily operations are:

1. **WorkForce West Virginia (WFWV):** Managed primarily for Title I (Adult, Dislocated Worker, and Youth) and Title III (Wagner-Peyser Act) programs.
2. **West Virginia Division of Rehabilitation Services (WVDRS):** Utilized by ESS staff to track employer contacts, job openings, and vocational rehabilitation outcomes.
3. **Unemployment Insurance (UI):** Integration for tracking work search requirements and claimant registration as part of the Jobs and Reemployment Act.

By centralizing work history, certifications, and skills for these three partners, the system reduces the need for customers to re-enter core information when transitioning between these specific services. Staff from these agencies can see a unified view of the customer's progress, avoiding duplication of services and ensuring that training investments are aligned with the customer's documented goals. Since other required partners (such as Adult Education or Community Action agencies) may use separate, specialized databases, the **AJC Partner Referral Form** and the **One-Stop Coordinator** become the essential "human bridges" that connect the MACC data to those external systems.

“Attachment C”

- **Minimizing Duplication:** Partners collaborate and share information, as appropriate, to reduce redundant data collection and avoid repeated questioning. The One-Stop Operator maintains ongoing communication with partner agencies to ensure a coordinated approach and a clear point of contact for services provided through the American Job Center.

4.4 Flexible Service Flow

- **Customer-Driven Services:** Services are tailored to meet individual customer needs. Through direct engagement and completion of the intake form, partners identify barriers and align services accordingly. The intake form serves as an effective tool for determining which organizations are best equipped to address specific needs and challenges. This approach ensures that the services provided are dictated by the customer's specific career goals and barriers, rather than forcing every individual into a pre-set "one-size-fits-all" track. Customers are not just told what to do; they are provided with **Labor Market Information (LMI)** and performance data on training providers. This allows them to make data-driven decisions about their own career pathways in sectors like healthcare, manufacturing, or professional services.

- **Seamless Movement Between Service Levels:** Customers are supported through a coordinated system that allows smooth transitions between services. Partners are regularly asked to update their organization's contact information to ensure accurate and current guidance for both staff and clients. This enables effective collaboration among partners to determine and deliver the most impactful services.

- **Braided Funding from Multiple Partners:** Braiding allows the board to "fill the gaps" that a single funding source cannot cover. Common scenarios include:

- **Training + Supportive Services:** WIOA Title I Adult funds might pay for a customer's CDL training tuition, while a partner agency (like SNAP E&T) uses its own grant to pay for transportation reimbursement.
- **Youth Co-Enrollment:** A young adult might be co-enrolled in WIOA Youth (for leadership development) and WIOA Adult for classroom training, with each program paying for its specific component of the overall plan.
- **Rapid Response + Training:** During a plant closing, Rapid Response funds are used for initial orientations, while Dislocated Worker funds are braided in to pay for long-term retraining for those who cannot find immediate employment.

Additionally, through the execution of a Memorandum of Understanding (MOU) with the Region VI Workforce Development Board, partners agree to share costs in accordance with the Infrastructure Funding Agreement. This collaborative funding approach supports the resources and services necessary to help participants achieve greater self-sufficiency and independence. Shared and infrastructure costs are clearly outlined in invoices provided to partners, including detailed examples of associated expenses.

- **Ongoing Coordination Between Staff:** Continuous coordination is maintained through active participation in partner subcommittees, quarterly partner meetings, cross-training opportunities, and engagement with Family Resource Networks. These efforts strengthen collaboration and enhance the ability to effectively serve individuals within the community.

4.5 Co-Enrollment

- **Co-Enrollment as a Standard Practice When Eligible:**

Participants are co-enrolled in multiple programs and services whenever eligibility criteria are met. Engagement at an American Job Center often results in co-enrollment to ensure comprehensive service delivery. The Needs Assessment/Intake Form supports this process by identifying customer needs and aligning them with the appropriate partner organizations.

- **Integrated Case Management:**

Case management is coordinated through the Workforce West Virginia MACC system for all participants enrolled in services. Relevant information is captured and entered into the system to ensure all partners have access to current updates and can effectively monitor participant progress.

- **Standardized Referral Processes:**

The use of the Needs Assessment/Intake Form is encouraged across all partner organizations to standardize referral procedures. This approach promotes consistency, enhances coordination, and ensures that customer needs are fully identified and addressed through a seamless referral process.

4.6 Who We Serve First (Priority of Service)

In Region VI, identifying and serving priority populations is not just a regulatory requirement; it is a strategic commitment to ensure that those with the greatest barriers to employment receive immediate and intensive support. By moving these individuals to the "front of the line," the Region VI AJC Network ensures that limited training dollars and staff time are directed where they can have the most significant impact.

“Attachment C”

Under WIOA, **Priority of Service** must be implemented for the Adult program at all times, regardless of the level of available funding.

Region VI follows the federal and state-mandated order of precedence for providing individualized career and training services:

1. **First Priority:** Veterans and eligible spouses who are also low-income, recipients of public assistance, or basic skills deficient.
2. **Second Priority:** Non-veterans who are low-income, recipients of public assistance, or basic skills deficient.
3. **Third Priority:** Veterans and eligible spouses who do **not** meet the statutory priority criteria but meet general WIOA Adult eligibility.
4. **Fourth Priority:** Other individuals who meet local or Governor-established priority groups (such as justice-involved individuals or those with significant disabilities).

To ensure these individuals are identified immediately, Region VI AJC partners and career planners are trained to screen for veteran status and potential barriers (like public assistance or lack of a diploma) during initial assessment.

Because Priority of Service is a high-stakes compliance area, Region VI requires rigorous documentation. This includes:

- Official benefit letters for public assistance.
- Standardized testing (like TABE or WorkKeys) to prove basic skills deficiency. Region VI also utilizes a Basic Skills Deficiency Tool Checklist.
- DD-214 forms for veterans.
- Self-Attestation only as a last resort when other documentation is truly unavailable.

4.7 Support After Starting a Job

• **Follow-Up Services for at Least 12 Months:** Case managers maintain ongoing contact with participants for a minimum of 12 months following service completion. All follow-up activities and updates are documented in the MACC system to ensure accurate tracking of participant progress.

“Attachment C”

- **Lead Case Manager Assigned:** A designated lead case manager is assigned to each participant. WIOA career planners are responsible for maintaining regular communication with participants throughout training and after program completion to support successful outcomes.

- **Continued Support Services as Needed:** Follow-up activities are continuously monitored to ensure participants' needs are met. Additional support services are provided as new needs are identified to promote long-term success and stability.

Ninety days following completion of training, the use of a **Follow-up/QR Code Survey Letter** represents a sophisticated "closed-loop" communication strategy for the **Region VI Workforce Development Board**. By transitioning from traditional phone-based follow-ups to a mobile-friendly digital format, the board significantly lowers the barrier for participants to provide the data required for federal WIOA performance reporting.

This specific tool serves four distinct strategic functions:

1. Employment Verification & Data Integrity

Federal performance measures require the board to track participants at the 2nd and 4th quarters after they exit a program. The QR survey captures:

- **Current Employer:** Verifying if the placement aligns with the training received (e.g., a CDL graduate driving for a regional carrier).
- **Wage Data:** Collecting real-time income information that might not yet be reflected in state unemployment insurance (UI) wage records.
- **Retention Status:** Confirming if the customer has maintained stable employment or if they have cycled back into a job search.

2. Evaluating Program Effectiveness

The survey provides the quantitative data needed to assess the Return on Investment (ROI) for specific training providers listed on the **Eligible Training Provider List (ETPL)**.

- **Skill Application:** Did the training actually prepare the student for the day-to-day demands of the job?
- **Credential Value:** Was the industry-recognized credential earned through the program actually required or valued by the employer?

3. Continued Support & Retention Services

One of the most innovative uses of this letter is as an outreach tool for **Supportive Services**. Even after a "successful" exit, a customer may face new barriers that threaten their job retention.

“Attachment C”

- **Resource Links:** The survey or landing page can provide direct links back to the [Region VI website](#) for resources like childcare, emergency utility assistance, or further certifications.
- **Re-engagement:** If a customer indicates they are "no longer employed," it triggers an immediate alert for a case manager to reach out and restart the service cycle.

4.8 Access and Fairness

Region VI American Job Centers are regularly evaluated to ensure all locations are accessible and provide equitable services to all individuals seeking assistance.

- **ADA Compliance:** All facilities and digital tools are maintained in accordance with the Americans with Disabilities Act (ADA) to ensure accessibility for individuals with disabilities.
- **Language Access Services:** Language assistance is available to support effective communication with all customers. This includes the use of language identification charts and translation tools, such as Google Translate, to facilitate understanding and service delivery.
- **Equal Opportunity for All Individuals:** Policies are in place to ensure all customers and prospective customers are treated fairly and without discrimination. Staff are expected to adhere to these policies, and appropriate corrective actions are taken in cases of non-compliance.

4.9 Constant Improvement

Customer feedback is collected on a regular basis to support continuous improvement efforts. Feedback is gathered through surveys available at all American Job Center locations, as well as through QR codes to ensure convenient and accessible participation.

- **Performance Data Review:** Performance data is reviewed monthly and submitted to the Region VI Workforce Development Board for oversight and evaluation.
- **Continuous Improvement Through Partner Collaboration:** Ongoing improvement efforts are supported through regular communication with partners, including both individual discussions and collaborative partner meetings, to identify opportunities for enhancement and ensure effective delivery service.

Authority and Signature

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing this agreement, the individual signatory certifies that he or she is authorized to sign on behalf of the Partner organization and that they bind the organization to the faithful performance of this agreement, in its entirety. The signatory also assures on behalf of the Partner organization that it will comply with practices, policies, and procedures regarding client confidentiality, data, security, Drug Free Workplace Policy, Equal Employment Opportunity Regulations, and all required assurances as outlined in the Workforce Innovation and Opportunity Act.

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- c) On **June 30, 2027**, whichever occurs earlier


Ernest VanGilder, CLEO


Joe Second, WDB Chair


Maria Larry, Executive Director

Region VI Workforce Development Board

Partner/Organization Name

Maria K. Larry / 304-368-9530/mlarry@region6wv.org

Local Contact or Designated Regional Contact - Name/Phone/Email Address - If Different from Signatory listed above

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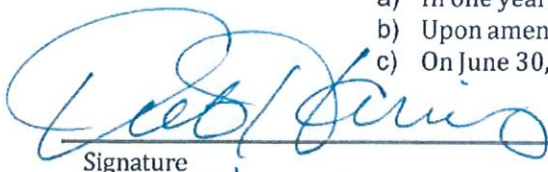
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Signature

7/7/26

Date

Deb Harris, Manager Jobs & Hope UW

Printed Name, Title, & Email Address

Jobs & Hope UW drharris@k12.wv.us

Partner/Organization Name

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Date

Printed Name, Title, & Email Address

Partner/Organization Name

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April Campbell

Signature

6-29-26

Date

April Campbell, Executive Director, HRDF, Inc. acampbell@hrdfwva.org

Printed Name, Title, & Email Address

HRDF, Inc.

Partner/Organization Name

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6/30/2026

Signature

Date

Shawn Brenner, CEO, shawn.brenner@rossworks.com

Printed Name, Title, & Email Address

Ross Innovative Employment Solutions

Partner/Organization Name

Wade Coffindaffer/ 304.588.7139/wade.coffindaffer@rossworks.com

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Dale Bradley

7/8/2026

Signature

Date

Dale Bradley, VP for Finance and Administration, dbradley@pierpont.edu

Printed Name, Title, & Email Address

Pierpont Community & Technical College

Partner/Organization Name

Local Contact or Designated Regional Contact - Name/Phone/Email Address – If Different from Signatory listed above

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Christal Crouso

Signature

7/6/2026

Date

Christal Crouso, Executive Director: ccrouso@

Printed Name, Title, & Email Address

fm housing.com

The Fairmont-Morgantown Housing Authority

Partner/Organization Name

(same)

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Scott Adkins

Signature

06-30-26

Date

Scott Adkins, Acting Commissioner

Printed Name, Title, & Email Address

WorkForce WV

Partner/Organization Name

RoxAnn Green

304-865-0396

RoxAnn.Green@wv.gov

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Anne Mezzanotte
Signature

06.22.2026
Date

Anne Mezzanotte, Adult Education Regional Coord. / anjohnsoe
Printed Name, Title, & Email Address k12.wv.us

Mountain State ESC + WV Adult Ed.
Partner/Organization Name

Local Contact or Designated Regional Contact - Name/Phone/Email Address - If Different from Signatory listed above

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06/26/2026

Signature

Date

Kerry Jevsevar/Director--Native American Employment and Training (WIOA) Program kjevsevar@cotraic.org

Printed Name, Title, & Email Address

Council of Three Rivers American Indian Center

Partner/Organization Name

Same 412/782-4457 x219

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Signature

7/15/26

Date

Carol Phillips, Executive Director, CAROL@WWWOMENWORK.ORG

Printed Name, Title, & Email Address

WEST VIRGINIA WOMEN WORK INC

Partner/Organization Name

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Gentry Cline 7.20.26
Signature Date

Gentry Cline, Acting Director Gentry.h.cline@wv.gov
Printed Name, Title, & Email Address

WV DRS
Partner/Organization Name

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7/14/2026

Signature

Date

Jeffrey Barton, Senior Vice President of Education & Training Jeffrey.Barton@mtctrains.com

Printed Name, Title, & Email Address

Management & Training Corporation

Partner/Organization Name

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Patricia McFarland

7/21/24

Signature

Date

Patricia McFarland Executive Director pmcfarland@ncwvcaa.org

Printed Name, Title, & Email Address

North Central WV Community Action Association Inc (NCWVCAA)

Partner/Organization Name

Jennifer Benedum Parr 304-363-2170 ext 137 jbenedumparr@ncwvcaa.org

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Misty K. Cork

Signature

7/22/26

Date

Misty K. Cork, Region 1 Director

Printed Name, Title, & Email Address

Misty.K.Cork@wv.gov

WV Department of Human Services

Partner/Organization Name

Same as above

Local Contact or Designated Regional Contact - Name/Phone/Email Address - If Different from Signatory listed above

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Lisa Shaffer

Signature

7-28-26

Date

Lisa Shaffer Executive Director lshaffer@rchawv.org

Printed Name, Title, & Email Address

Randolph County Housing Authority

Partner/Organization Name

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Julie Sole 7-28-26
Signature Date

Julie Sole Executive Director jsol@disabilityactioncenter.com
Printed Name, Title, & Email Address

The Disability Action Center
Partner/Organization Name

Same
Local Contact or Designated Regional Contact - Name/Phone/Email Address - If Different from Signatory listed above

B

Guidance Letter 7-15, R-8 Supportive Services for Adult & Dislocated Workers

B

Region VI Workforce Development Board 17 Middletown Road White Hall, WV 26554	Classification: Supportive Services for Adult and Dislocated Workers
	Approval Date: December 11, 2025

Approved by: Region VI WDB

Review by Date: December 11, 2030

Region VI Guidance Letter No. 7-15, R-8

To: All American Job Center Managers and Staff
All WIOA Career Planner Staff
All Local Training Providers

From: Region VI Workforce Development Board.

Subject: Supportive Services for Adults and Dislocated Workers

1. PURPOSE: To inform local area of policy and guidelines regarding the provision of supportive services for Adult and Dislocated Workers under WIOA
2. REFERENCE: Workforce Innovation and Opportunity Act Sections 3(59), Section 134 (c)(2) and (3), and(d)(2), and 20 CFR 680.900 – 680.920.
3. BACKGROUND: The Workforce Innovation and Opportunity Act of 2014, (WIOA) Section 3(59), defines Supportive Services to mean (but are not limited to) such services as transportation, childcare, dependent care, housing, and needs-related payments, and other supportive payments that are necessary to enable an individual to participate in activities authorized under this act.

POLICY: American Job Center Staff and or Career Planners located in the Region VI American Job Centers will determine the eligibility of customers to receive supportive payments under WIOA through assessment and counseling.

- Supportive services may only be provided to individuals participating in career or training services as defined in WIOA Sections 134 (c)(2) and (3); and who are unable to obtain supportive services through other programs providing such services; and may only be provided when they are necessary to enable individuals to participate in career services or training activities.

Region VI will consider providing supportive service payments to assist with the costs of transportation to and from training to WIOA eligible individuals.

1. Transportation supportive service payments will only be made to those eligible participants who will be traveling more than 10 miles a day to their training location. This will be determined by doing a Google map search on directions from the participants home address as listed in the MACC to the training location. If the amount of travel is more than 10 miles a day, the participant will receive \$5 for each day of travel up to a cap of \$25 per week transportation supportive services payment.

2. In order to receive the transportation supportive service payments while participating in classroom-based training the Training Provider must submit a monthly report provided by the Region VI WDB for each participant who has been determined eligible to receive the supportive service payment. This report must be signed by the participant verifying the days they attended class in that month and must be signed by the Training Provider verifying attendance. Transportation supportive service payments will be mailed directly to participants.

It is the responsibility of the participant to ensure that the timesheets are signed and turned into the Training Provider each month so that the provider can submit the timesheets to the WDB. If no timesheets have been submitted in a 90-day period due to the participant failing to sign timesheets and submitting them to the provider, the participant will be considered not in need of the transportation payment and will be dropped from consideration for future payments and will not be eligible to receive any back payment for time put in during the 90 day period where no timesheets were submitted.

There will be a cap of up to \$1000 per training year on transportation supportive service payments. This amount may be increased or decreased based upon a reassessment of need during training. If the training extends into a second year, then the participant may be eligible for an additional up to \$1000 transportation supportive service payment based upon a reassessment of their needs. The beginning of the second year is the date listed on the ITA for year two of training.

3. In order to receive the transportation supportive service payment while participating in On the Job (OJT) or Transitional Training, a timesheet of days and hours worked must be kept and initialed by the individual and the individuals' supervisor verifying the days worked. The maximum amount of time that the transportation supportive service will be paid for OJT will be 12 weeks, after which they are deemed able to pay for their own transportation due to being permanently employed. Transitional Training participants may be paid for the duration of their transitional training time, as it is considered temporary employment. The transportation supportive service payments will be mailed to the individual participating in OJT or Transitional training.

OJT participants may require assistance through other supportive payments, such as the purchase of tools, work clothing, etc. Documentation from the employer that the items are necessary to perform the work is required before payment can be approved.

Payment of supportive services will be dependent upon available funding levels of the Region VI Workforce Development Board. These payments may be decreased or suspended at any time depending upon WIOA funding levels.

ACTION:

The Region VI Workforce Development Board will make all stakeholders in the Region VI Workforce area aware of this policy.

A copy of this policy can be obtained from The Region VI Workforce Development Board.

EXPIRATION

DATE:

Effective _____, or until rescinded or modified by the Region VI Workforce Development Board and Local Elected Officials Board.

C

**Guidance Letter 23-16 One Stop Operator
Procurement and Selection**

Region VI Workforce Development Board 17 Middletown Road White Hall, WV 26554	WIOA One Stop Operator Procurement and Selection
	Date June 9, 2017

Region VI Guidance Letter No. 23-16

To: All WorkForce West Virginia Center Supervisors and Staff
All Partners and Stakeholders of the Region VI Workforce Development Board One-Stop System

From: Region VI Workforce Development Board (WDB)

Subject: One Stop Operator Procurement and Selection

1. PURPOSE: To communicate requirements for the procurement and selection of one-stop operators under the Workforce Innovation and Opportunity Act (WIOA).
2. REFERENCE: WorkForce West Virginia Policy No. 4-17 and Workforce Innovation and Opportunity Act of 2014 (WIOA) Section 121, and 20 CFR, section 361.605.
3. BACKGROUND: WIOA brought about changes to the law and rules governing procurement and selection of one-stop operators and service providers. Changes in procurement requirements also occurred with issuance of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly known as the OMB Super Circular), which consolidated eight previous circulars into one Uniform Guidance document and introduced new requirements for performance-based contracting.

WIOA sets the expectation for Local Workforce Development Boards (LWDBs) to conduct open and competitive procurement processes to identify appropriate providers of one-stop operator and other services.
4. POLICY: The Region VI WDB adopted the Workforce West Virginia Policy 4-17 relating to the Procurement and Selection of One-Stop Operators.
5. ACTION: At a minimum, the One-Stop operator is responsible for coordinating the service delivery of required one-stop partners and service providers. Their role may range from simply coordinating services provided to being the primary provider of services at the center. The competition for One-Stop Operator must clearly articulate the role.

One-Stop operators shall be selected through a competitive process following the principles of competitive procurement in the Uniform Administrative Guidance at Chapter II of 2 CFR (in particular 2 CFR 200.318 through 200.326). As with any local procurement, locally adopted procurement policies must also be adhered to.

Role of the One-Stop Operator

The Region VI WDB will clearly articulate the role of the One-Stop Operator in the solicitation for bids. The WDB has a great deal of discretion in defining the role of a One-Stop Operator to meet the unique needs of the local area.

At a minimum, the One-Stop Operator must coordinate the service delivery of the required one-stop partners and service providers.

At the discretion of the WDB, the One-Stop Operator may also:

- Coordinate the service delivery of partners and providers
- Act as the primary provider of service within a center
- Provide specific services within a center
- Provide other services, not otherwise prohibited

If the WDB determines the role of One-Stop Operator includes the provision of service(s) or a provider of service(s) within the one-stop system is selected as the One-Stop Operator, the entity selected must have firewalls in place to ensure the operator is not conducting oversight of itself. There must also be proper internal controls and firewalls in place to ensure the entity, in its role as operator, does not conflict with its role as a service provider through a written agreement with the WDB and Chief Elected Official(s) to clarify how the selected entity will carry out its roles and responsibilities while demonstrating compliance with WIOA, WIOA Regulations, relevant OMB circulars and Local and State Policies, particularly conflict of interest policies.

The One-Stop Operator role shall not include:

- Convening stakeholders to assist in the development of the local plan
- Preparing and submitting local plans (as required of the Local Board under sec. 107 of WIOA)
- Being responsible for oversight of itself
- Managing or significantly participating in the competitive selection process for one-stop operators
- Selecting or terminating one-stop operators, career service providers, or youth providers
- Negotiating local performance accountability measures
- Developing or submitting budget for activities of the Region VI WDB

An entity selected as one-stop operator may perform some or all of these functions in another capacity it also serves when those roles are applicable to that other capacity provided it has established sufficient firewalls and conflict of interest policies in place to fully separate the functions of the multiple capacities. Additional safeguards for entities acting in more than one capacity includes a written agreement with the WDB and Chief Elected Official(s) to clarify how the selected entity will carry out its roles and responsibilities while demonstrating compliance with WIOA, WIOA Regulations, relevant OMB circulars and Local and State Policies, particularly conflict of interest policies.

Eligible Entities for One-Stop Operator

One-Stop Operators may be a single entity or a consortium of entities. Types of entities that may be a One-Stop Operator include:

- An institution of higher education
- A State Employment Service agency established under the Wagner-Peyser Act
- A community based organization, nonprofit organization, or workforce intermediary
- A private for-profit entity
- A government agency
- A local Board, with the approval of the chief elected official and the Governor
- Another interested organization or entity capable of carrying out the duties of one-stop operator

- Local chamber of commerce
- Business organization
- Labor organization

If the consortium of entities is a consortium of one-stop partners, it must include three of the one-stop partners. A consortium of one-stop partners is a minimum of three separate entities, each responsible for at least one of the following programs and activities in the local area:

- Programs authorized under title I of WIOA:
 - Adults
 - Youth
 - Dislocated Workers (DW)
 - Job Corps
 - Youth Build
 - Native American Programs
 - Migrant and seasonal farmworker programs (MSFW)
- Employment services authorized under the Wagner-Peyser Act (W-P)
- Adult education and literacy authorized under title II of WIOA (AEL)
- Vocational Rehabilitation program authorized under title I of the Rehabilitation Act of 1973 (VR)
- Senior Community Service Employment Program authorized under title V of the Older Americans Act
- Career and technical education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
- Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (TAA)
- Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.
- Employment and training activities carried out under the Community Services Block Grant (CSBG)
- Employment and training programs carried out by the U.S. Department of Housing and Urban Development (HUD)
- Programs authorized under State Unemployment Compensation Laws (UI)
- Programs authorized under the Second Chance Act of 2007
- Unless specifically exempted by the Governor, Temporary Assistance for Needy Families (TANF) authorized under Part A title IV of the Social Security Act.

Any entity, including a current operator or the Region VI WDB, competing to become the One-Stop must have adequate firewalls and conflict of interest policies and procedures in place to prevent them from being involved in the planning or execution of the competitive process. Such involvement would be an inherent conflict of interest.

Selection of One-Stop Operator(s)

One-Stop operators shall be selected through a competitive process following the principles of competitive procurement in the Uniform Administrative Guidance at chapter II of 2 CFR (in particular 2 CFR 200.318 through 200.326) and any applicable locally adopted procurement policies.

Maintenance of records regarding the procurement process including, but not limited to, documentation of the local determination of the competitive procurement process to be followed as well as the specific details of that process and its results are crucial to demonstrating compliance in the selection of the one-stop operator.

Acceptable processes include:

- Procurement by sealed bid
 - Procurement by competitive proposal, and
 - Under limited conditions, procurement by sole source, only with the approval of the CEO and Governor after
 - Rigorous analysis of market conditions and other factors lead to a determination sole source procurement is necessary due to:
 - There is only one entity that could serve as the one-stop operator, or
 - An unusual and compelling urgency exists that will not permit a delay resulting from a competitive solicitation, or
 - The results of the competitive procurement were determined to be inadequate.
- a) The WDB must adhere to applicable sections of the law and regulations and state policy in selecting one-stop operators and service providers and awarding contracts under WIOA.
- b) The WDB should only serve as a one-stop operator and/or provide services as a default, when other options will not effectively meet local needs.
- c) The WDB must procure one-stop operator and other services through open and competitive processes. This includes providing sufficient public notice of the intent to procure services to board members and the community. Public notice must be provided for at least 30 days in media where prospective local, state, and national bidders typically identify such opportunities (e.g., local print newspapers, on-line newspapers, the WDB web site, other community web sites, etc.)
- d) The WDB must document, in writing, (1) efforts to identify the availability of providers and (2) the allowable procurement process used and how it was followed, including the selection criteria by which bids were scored to award a contract. All of this documentation must be maintained and provided to the State upon request.
- e) The Governor must approve a waiver for the WDB to provide one-stop operator and/or other services. The appropriate form for making this request is referenced below and provided as an attachment to this policy.
- f) Procurement Related Programmatic Requirements
- i) Procurement of One-Stop Operators
- 1) One-stop operators must be designated and certified through a competitive procurement process.

- 2) The competitive process used by the Region VI WDB to procure one-stop operators must be conducted at least once every four years and follow the principles of competitive procurement set forth in Uniform Administrative Guidance at 2 CFR 200.318-326.
- 3) The allowable forms of competitive procurement processes are as follows:
 - (a) Sealed Bids
 - (b) Competitive Proposals
 - (c) Sole Source, only if documented factors, including published notice(s) of intent made available to the public for at least 30 days in media where prospective local, state, and national bidders typically identify such opportunities, lead to a determination that only one entity could serve as an operator, compelling circumstances outweigh the delay that would result from a competitive solicitation, or results of the competition conducted per Section 4(g)(i)(3)(a-b) of this policy are determined inadequate, and only with the agreement of the local Chief Elected Official and Governor.
 - (i) The WDB may serve as one-stop operators under a sole source agreement for no more than the completion of the contract period or the completion of the program year, whichever comes first.
 - (ii) The WDB must have in place and demonstrate adherence to appropriate internal controls and conflict of interest policies and procedures that are approved by the Governor. Such policies must identify the appropriate internal controls.
 - (iii) Inadequate responses are those judged by a panel of impartial reviewers to score below a pre-determined minimum level on the scoring criteria published as part of the solicitation.
 - (iv) Examples of compelling circumstances that outweigh delays that would result from competitive solicitations include the need to avoid a break in services if an operator is terminated for cause or is unable to continue providing services through the end of the contact period.
 - (v) The WDBs must complete [Attachment A](#) (Request for Waiver to Serve as a One-Stop Operator) and submit it to the State Workforce Development Board (SWDB).
- 4) The WDB may serve as one-stop operators in the region for which they are designated if they are determined to be the successful bidder in a solicitation that conforms to the principles of competitive procurement set forth in Uniform Administrative Guidance at 2 CFR 200.318-326, and only if approved internal control and conflict of interest policies are followed. Internal controls include the requirement that the solicitation and scoring process be managed by an impartial third party free of conflicts of interest and that the Region VI WDB staff and the agency that employs such staff cannot develop the solicitation for proposals, facilitate the scoring process, or score proposals.

The Region VI Workforce West Virginia One Stop System Partners and Stakeholders will be made aware of this policy. Each WDB and LEO Board Member will be given a copy of this policy.

3. EXPIRATION DATE: This policy will become effective June 9, 2017, and shall be in effect until revised or cancelled by the Region VI WDB.



Jim Justice, Governor
H. Wood Thrasher, Commerce Cabinet Secretary
Russell L. Fry, Acting Executive Director

ATTACHMENT A

Request for Waiver to Serve as a One-Stop Operator

Date:

Local Workforce Development Board (LWDB): Contact Person/Title:

Phone:

E-mail Address: Mailing Address:

Please indicate the one-stop site(s) for which the LWDB is requesting a waiver to serve as the one-stop operator:

1.

2.

3.

Note: Add sites if needed.

The LWDB must provide the following information for each site for which it is requesting a waiver to serve as the one-stop operator:

1. Provide written documentation of the entire process for making a sole source selection consistent with Section 4(g)(i)(3)(c) of WIOA Policy 4-17, including why the LWDB was unable to secure any one-stop operator bids in response to its solicitation, what the LWDB's qualifications are to be a one-stop operator, and how the LWDB will balance its role as strategic coordinator of the local one-stop system with the role of one-stop operator.

2. Describe the internal controls, firewalls, and conflict of interest policies and procedures the LWDB will impose upon itself as the operator of the one-stop site.

3. Attach documentation (signed and dated letter) that the local Chief Elected Official reviewed the information prepared for the waiver request (items 1 and 2 above) and approves of the waiver request.

** Sole Source, only if documented factors, including published notice(s) of intent made available to the public for at least 30 days and directed to prospective local and national non-profit, for-profit, and governmental bidders, lead to a determination that only one entity could serve as an operator, compelling circumstances outweigh the delay that would result from a competitive solicitation, or results of the competition conducted per Section 4(g)(i)(3)(a-b) of this policy are determined inadequate.*

Submit the completed waiver request to:

WorkForce West Virginia

112 California Avenue

Charleston, WV 25305

D

Guidance Letter 4-15, R-2 Performance /Subsequent Eligibility Requirements for Eligible Training Provider List

Region VI Workforce Development Board 17 Middletown Road White Hall, WV 26554	Performance/Subsequent Eligibility requirements for Eligible Training Provider List
	Date November 6, 2020

Region VI Guidance Letter No 4-15, R-2

To: All WorkForce WV Center staff
All Region VI Career Planners
All Local Training Providers

From: Region VI Workforce Development Board

Subject: Process for Training Provider Initial Eligibility and Subsequent Eligibility
for inclusion on the Eligible Training Provider (ETPL) statewide list

1. PURPOSE: To inform Local Training Providers of policy and guidelines regarding Performance Requirements and Subsequent Eligibility requirements for inclusion on the statewide Eligible Training Provider List (ETPL).
 2. REFERENCE: Workforce Innovation and Opportunity Act of 2014 Section 122, TEGL 41-14, WorkForce West Virginia Updated WIOA Policy 01-15 (Change 3).
 3. BACKGROUND: The Workforce Innovation and Opportunity Act of 2014, Section 122, outlines the process for the development of the statewide Eligible Training Provider list (ETPL).
- ACTION: Effective November 6, 2020, the Region VI Workforce Development Board will advise all Region VI Eligible Training Providers and those Training Providers who desire approval as an Eligible Training Provider to follow the procedures as outlined in the Workforce West Virginia Updated WIOA Policy 01-15 (Change 3) at https://workforcewv.org/images/files/PublicInfo/public-notices/WIOA_Policy_01-15_-_ETPL_Change_3.pdf

EXPIRATION

DATE: Effective until rescinded or modified by the Region VI Workforce Development Board.

E

Guidance Letter 1-15, R-6 Priority of Service

Region VI Workforce Development Board 17 Middletown Road White Hall, WV 26554	Classification: Priority of Service
	Approval Date: March 13, 2025
Approved by:	Review by date: March 13, 2030

Region VI Guidance Letter 1-15, R-6

Purpose: This guidance letter provides the Region VI Workforce Development Board service area partners and service providers guidance on serving individuals under Priority of Service requirements in accordance with the Workforce Innovation and Opportunity Act (WIOA).

References:

- Workforce Innovation and Opportunity Act (Pub. L. 113-128) Section 4215 of Title 38 United States Code
- United States Department of Labor, Workforce Innovation and Opportunity Act; Final Rule, 20 CFR, Title V, Part 676.105
- United States Department of Labor, Workforce Innovation and Opportunity Act; Final Rule, 20 CFR, Part 679.560, 680.140, and 680.650
- Training and Employment Guidance Letter No. 22-04, Serving Military Spouses as Dislocated Workers under the Workforce Investment Act Dislocated Worker Grant
- Training and Employment Guidance Letter No. 10-16, Change 1, Performance Accountability Guidance for WIOA Title I, Title II, Title III, and Title IV Core Programs
- Training and Employment Guidance Letter No. 19-16, Guidance on Services provided through the Adult and Dislocated Worker Programs under WIOA and the Wagner-Peyser Act Employment Service (ES), as amended by Title III of WIOA, and for Implementation of the WIOA Final Rules
- Training and Employment Guidance Letter No. 07-20, Effective Implementation of Priority of Services Provisions for Most in Need Individuals in the Workforce Innovation and Opportunity Act (WIOA) Adult Program
- Training and Employment Notice No. 15-10, Protocol for Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor

Background: The U.S. Department of Labor (USDOL) has issued guidance requiring recipients of WIOA funds to implement two Priority of Service requirements: (1) a Veterans Priority of Service requirement for grantees of funds that operate job training programs, and (2) a Priority of Service requirement for local areas that operate the WIOA Adult program. This guidance letter implements these two Priority of Service provisions in compliance with federal law and USDOL guidance.

Policy: Screening an individual at the point of entry for priority of service under the Workforce Innovation and Opportunity Act (WIOA) means determining whether the individual qualifies for preferential access to certain employment and training services. Priority of service ensures that specific populations, such as veterans, low-income individuals, and those with barriers to employment, are prioritized for available resources.

Veterans priority of service applies to all WIOA-funded job training services. WIOA service providers shall have procedures in place at the point of entry to screen participants for services as priority populations.

For the WIOA Adult program, priority of service guidelines for both veterans and low-income populations, as defined by law, determine the order of precedence for delivering individualized career and training services to those deemed eligible. This priority applies to the selection procedure for services, including individualized career and training services, ensuring that individuals in a priority group move to the top of any waiting list. Once a nonpriority individual has been approved for funding and enrolled in a training class, priority of service does not allow a priority group member to displace the enrolled individual.

Definitions

- **Priority of Service:** When an eligible individual receives access to a service earlier than an individual not in a priority group, or if the resource is limited, the individual in the priority group receives access to the service instead of someone outside any priority group.
- **Adult:** A person who is 18 years of age or older.
- **Basic Skills Deficient:** An individual unable to compute or solve problems, read, write or speak English, at a level necessary to function on the job, in the individual's family, or in society. For WIOA purposes the State further defines Basic Skills Deficient as an individual who:
 - Lacks a high school diploma or high school equivalency and is not enrolled in secondary education;
 - Enrolled in a Title II Adult Education/Literacy program;
 - Reading and/or Math assessment is at an 8.9 or below grade level;
 - Determined to be Limited English Skills proficient through staff-documents observations;
 - Other objective criteria determined to be appropriate by the local area and documented in its required policy.
- **Covered Person:** A veteran or eligible spouse who meets the required Priority of Service criteria.

- **Eligible Spouse:** The spouse of any of the following:
 - Any veteran who died of a service-connected disability.
 - Any veteran who has a total disability resulting from a service-connected disability.
 - Any veteran who died while a disability was in existence.
 - Any member of the Armed Forces serving on active duty who, at the time of application for assistance, is listed under section 556 of title 37 and regulations issued by the Secretary concerned, in one or more of the following categories and has been so listed for more than 90 days:
 - Missing in action,
 - Captured in the line of duty by a hostile force,
 - Forcibly detained or interned in the line of duty by a foreign government or power.
- **Low-Income Individuals:** The term "low-income individual" means an individual who:
 - Is in a family with a total family income that does not exceed the higher of:
 - The federal poverty line (FPL) a measure of income issued every year by the United States Department of Health and Human Services; or
 - 70 percent of the lower living standard income level;
 - Is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
 - Receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
 - Is a foster child on behalf of whom state or local government payments are made; or
 - Is an individual with a disability whose own income meets the income requirement of clause (1), but who is a member of a family whose income does not meet this requirement;
 - Is a youth who lives in a "high poverty area" as defined in WIOA sec. 3(36).
 - Recipients of Income-Based Public Assistance: Individuals who receive, or have received in the past six months, or are members of a family that is receiving or has received in the past six months, assistance through one or more of the following:
 - Supplemental Nutrition Assistance Program (SNAP)
 - Temporary Assistance for Needy Families (TANF)
 - Supplemental Security Income (SSI)

- State or local income-based public assistance
- **Individuals with Barriers to Employment:** Includes:
 - Displaced homemakers
 - Low-income individuals
 - Native American, Alaska Natives, and Native Hawaiians
 - Individuals with disabilities, including youth with disabilities
 - Older individuals (55 and older)
 - Offenders/Ex-offenders
 - Homeless individuals or homeless children and youths
 - Youth who are in, or have aged out of, the foster care system
 - Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
 - Eligible migrant and seasonal farm workers
 - Individuals within two years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (TANF)
 - Single parents (including single pregnant women) ○ Long-term unemployed individuals
 - Such other groups as determined by the Governor to have barriers to employment [WIOA Sec. 3(24)]
- **Non-Covered Person:** Refers to an individual who is not a veteran or an eligible spouse and who may or may not be in the WIOA priority groups.
- **Veteran:** A person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.

For the WIOA Adult program, priority must be provided in the following order:

- **First Priority:** Veterans and eligible spouses who are also in the WIOA Priority Groups (income-based public assistance recipients, other low-income individuals, or individuals who are basic skills deficient)
- **Second Priority:** Non-covered persons (non-veterans and eligible spouses) who are in the WIOA Priority Groups
- **Third Priority:** Veterans and eligible spouses who are not in the WIOA Priority Groups
- **Fourth Priority:** Priority populations established by the Governor and/or Local Workforce Development Board (LWDB)
- **Last Priority:** Non-covered persons outside the WIOA Priority Groups

Procedures

American Job Center partners will ensure priority populations are identified at the point of entry. This involves informing customers about:

- Their entitlement, or lack thereof, to priority of service;
- The full array of employment, training, and placement services available under priority of service; and
- Any applicable eligibility requirements for those programs and/or services.
- The availability of other funds for providing employment and training programs;

At the point of entry into the American Job Center system, it is acceptable to use self-attestation for barriers to employment to be used to determine priority status.

Verification of priority status is required when a customer receives individualized career or training services.

The Region VI Workforce Development Board American Job Centers will strive to meet the USDOL guidance which states that priority of service for the WIOA Adult program sets a target of at least 75% of the state's participants receiving individualized career and training services from one of the low-income priority groups with a minimum threshold of 50.1%.

Expiration Date: Effective until rescinded or modified by the Region VI Workforce Development Board.

F

Guidance Letter 17-16, R-3 Self-Sufficiency

Region VI Workforce Development Board 17 Middletown Road White Hall, WV 26554	Classification: Self-Sufficiency
	October 14, 2020

Region VI Guidance Letter No. 17-16, R-3

To: All WorkForce West Virginia Career Center staff
All WIOA Career Planners/Eligibility Determination Staff
All Local Service Providers

From: Region VI Workforce Development Board

Subject: Definition of Self-Sufficiency

1. PURPOSE: To establish local criteria for purposes of defining self-sufficiency and establishing WIOA eligibility for Adults and employed Dislocated Workers to receive training services.

2. REFERENCES WIOA sec 134(c)(3)(A) and West Virginia Lower Living Standard Income Levels for the current program year.

2. BACKGROUND: WIOA allows for maximum flexibility to local Boards when defining economic self-sufficiency, which will be the basis for providing training services to Adults, both employed and unemployed, and employed Dislocated Workers.

3. POLICY: For the purposes of determining eligibility for receipt of a WIOA ITA (Individual Training Account), On the Job, Transitional, and or Customized Training services, an adult is considered to be economically self-sufficient if he/she has received income, or is a member of a family that has received a total family income for the six-month period immediately prior to application for WIOA training services, that is at or above the 250% West Virginia Lower Living Standard Income Level for the current program year.

An employed Dislocated Worker is considered to be economically self-sufficient if he/she is making a wage that is equal to or greater than 80% of his or her wage at the time of dislocation.

The Region VI Workforce Development Board Executive Director may waive provisions of this policy when the Executive Director determines it is necessary in order to serve individuals with special circumstances.

4. EFFECTIVE: Effective October 14, 2020, until rescinded or modified by the Region VI Workforce Development Board.

G

**WIOA Eligibility Application/
Exceptions Request Form**

WIOA ELIGIBILITY APPLICATION

MACC ID: _____

To be completed by WIOA Eligibility
Determination Staff only:
☐ Eligible ☐ Not Eligible
Eligibility Date _____
Funding Stream _____

Name

-----First-----Middle-----Last-----

Address:

-----Street-----City-----State-----Zip Code-----

-----Main Phone #: () -----2nd Phone #: () -----

County of Residence

Email Address: ----- Gender: ☐ Male ☐ Female

Age: -----

Are you a U.S. citizen? ☐ Yes ☐ No

If not a U.S. citizen, are you authorized to work in the U.S.? ☐ Yes ☐ No

Race, Ethnic Information: (Optional – Please check one)

☐ American Indian or Alaskan Native ☐ Asian or Pacific Islander ☐ Hispanic or Latino
☐ Black or African American (Non-Hispanic) ☐ White (Non-Hispanic)

Are you an individual with a disability? ☐ Yes ☐ No

If yes, does your disability result in a substantial barrier to employment? ☐ Yes ☐ No

Are you a client of vocational rehabilitation (DRS)? ☐ Yes ☐ No

If male and born on or after January 1, 1960, are you registered with the Selective Service? ☐ Yes ☐ No

Military Veteran Status: ☐ N/A (Check if no military experience) Are you the spouse of a military veteran? ☐ Yes ☐ No

Branch of Service: -----

Date of Entry: -----

Type of Discharge: -----

Separation Date: -----

Did you serve more than 180 days of active duty in the military? ☐ Yes ☐ No (Do not include National Guard or Reserve training time)

Did you serve on active duty in the U.S. Armed Forces during a war or in a campaign or expedition for which a campaign badge has been authorized? ☐ Yes ☐ No

Were you discharged or released from active duty because of a service-connected disability? ☐ Yes ☐ No

If so, what is your service-Connected disability rating (percentage)? -----

What is the highest grade you completed in school? -----

Did you obtain a high school diploma or high school equivalency diploma? ☐ Yes ☐ No

Please complete the following work history for your last two jobs, regardless of the time frame:

Employer: ----- Job Title: -----

City/State: ----- Employed from ----- to ----- Hourly Wage: -----

Hrs worked per week? ----- Reason for leaving (check one) ☐ Laid off ☐ Terminated ☐ Quit

Employer: ----- Job Title: -----

City/State: ----- Employed from ----- to ----- Hourly Wage: -----

Hrs worked per week? ----- Reason for leaving (check one) ☐ Laid off ☐ Terminated ☐ Quit

Are you a Dislocated Worker?

- ☐ I am presently laid-off with no re-employment offer, am eligible for or have exhausted unemployment compensation and have limited opportunities for re-employment in the same or similar occupation in my local area.
- ☐ I have received notification of pending lay-off.
- ☐ I am presently laid-off because the company where I worked closed.
- ☐ I have received notification that the company I work for will be closing.
- ☐ I was self-employed, am now unemployed due to economic conditions or natural disaster.
- ☐ I am a spouse of an active member of the military and am currently unemployed or underemployed due to relocation.
- ☐ I have been employed long enough to show attachment to the workforce, but am not eligible for unemployment compensation due to insufficient earnings or having worked for an employer not covered under a State unemployment law.

Do you receive unemployment compensation?

- ☐ I am currently receiving unemployment compensation (state, federal, trade).
- ☐ I am not eligible for unemployment compensation.
- ☐ I have exhausted unemployment compensation.
- ☐ I am eligible for, but not receiving unemployment compensation.

Were you drawing unemployment compensation, but have returned to work at a lesser wage than your previous job?

☐ Yes ☐ No

Are you a Displaced Homemaker? ☐ Yes ☐ No

Displaced Homemaker Definition- You have been providing unpaid services to

family members in the home and have been dependant on income from another family member that you no longer receive; and you are unemployed or under-employed;

or you are the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of deployment, a call or order to active duty, a permanent change of station, or the service-connected death or disability of your spouse and you are unemployed or underemployed and are experiencing difficulty in obtaining or upgrading employment.

What is your family status? *(Please check the one that best describes your current situation.)*

- ☐ Not a family member (check here if you are single, no dependants)
- ☐ Parent in a two-parent family
- ☐ Parent in a one-parent family
- ☐ Other family member (check here if you are a dependent child who is applying for WIOA)

Number of people in your family? (including yourself) _____ **How many are under 18?** _____

REQUIRED Income Eligibility Information: Please list all family living in your house and show what income the individual has received (if any) in the past six months, and the source of that income. Income to list includes: wages, tips, bonuses, commissions, net self-employment, net farm, Social Security disability, retirement, pensions, strike benefits, Worker's Compensation, Unemployment Compensation, military retirement payments other than VA Disability, net lottery winnings, severance pay, regular support from someone not living in the household (including child support), college grants or fellowships, alimony, insurance or annuity payments (including old-age survivors insurance benefits), dividends, interest, net rental income, net royalties, payments from estates or trusts, and training stipends.

Name	Relation to You	Source of Income	Total 6 mo. Income
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Six Month Total			_____
Annualized Total			_____

Please check all of the following that apply to you: (Services that you receive or grants on which you are listed)

☐ Currently receiving TANF (Temporary Assistance to Needy Families)

If yes, indicate which program:

☐ WV Works ☐ Child Only Grant (Kinship) ☐ Exhausting lifetime TANF within 2 years

☐ Currently receiving SNAP (Food Stamps)

If yes, indicate which program:

☐ General ☐ ABAWD ☐ Employment and Training

☐ SSI (Supplemental Security Income)

Do any of the following apply to you? (*You are a youth if you are under the age of 25)

☐ I am a high school dropout without a high school equivalency diploma ☐ I am a runaway youth*
☐ I am a current or former foster child ☐ I am a pregnant or parenting youth* ☐ I am currently homeless
☐ I have been arrested and/or convicted of: ☐ A felony ☐ A misdemeanor

Are you an individual with Limited English Proficiency? (i.e.- English is not your native language.) ☐ Yes ☐ No

If yes, what is your preferred language? _____

CIVIL RIGHTS LAW:

This information is requested solely for the purpose of determining compliance with Federal civil rights law, and your response will not affect consideration of your Registration. By providing this information, you will assist us in assuring that this program is administered in a nondiscriminatory manner. This WIOA program or activity is an equal opportunity employer/program and auxiliary aids and services are available upon request.

Registrant Attestation and Release:

I certify that statements made by me on this Eligibility Application are voluntary, true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement(s) of fact(s) I will be subject to disqualification or dismissal and to such other penalties as may be prescribed by law or WIOA regulations. I also understand that any and all of this information provided by me may be verified by the authorized WIOA entity, and I allow the release of this information for verification purposes.

Applicant Signature

Date

WIOA Authorized Signature

Region VI Workforce Development Board (WDB)
Request for WIOA- Funded Second Training
from (check one):

☐ **A-Customers Possessing a Certificate, License,
Degree obtained through NON-WIA/WIOA Funds**

☐ **B-Customers requesting a second training
whose first training was paid for by WIA/WIOA**

PLEASE PRINT ALL INFORMATION SO IT CAN BE READ.

Please provide all requested information. Incomplete applications will not be submitted for consideration of funding.

Name _____ **MACC ID #** _____ **Phone #** _____
First MI Last

Current Address: _____
Street Address City State Zip Code

Please list the name/type of certificate, license, degree you currently possess and the year in which it was obtained:

(Attach a copy of the certificate, license, degree to this form.)

Career Planner use only: If checked B above, please list the amount of WIA/WIOA funding used for training \$ _____

Did the customer successfully complete the training? ☐ Yes ☐ No **If no, please explain on Part 2 of this packet.**

Name and address of school or provider who issued the certificate, license, degree listed above:

Is the above listed certificate, license, degree current? Yes _____ No _____

If no, is it renewable? Yes _____ No _____

If yes, explain why you would or would not renew the certificate, license, or degree:

Are you currently employed? Yes _____ No _____

Employment History: Beginning with the current or most recent employer, please list your 5 most recent jobs. Please mark yes or no in the last column if the employment was related to the certificate, etc. listed above. For "Reason for Leaving", please indicate if you quit (and the reason), were terminated, laid- off due to lack of business, or the business closed.

Employer	Job Title	Dates of Employment	Reason for Leaving**	Rate of Pay	Hrs Per week	Work Related
						to Cert/Lic/Deg? Yes or No

****If you would like to further explain the reason for leaving any of the listed jobs, or explain gaps in employment of 6 or more months in duration, please use the back of this page. This is optional, not required.**

Please describe the additional training you are requesting the Region VI WDB to fund:

Have you applied to and been accepted into the training you are requesting funding for? Yes No

Please explain why this training will be necessary to meeting your long-term employment goals: (If you need more space, please use the back of this page.)

I attest, to the best of my knowledge, that the information entered herein is true, and that if any of this information is found to be false, I will be denied any further consideration for funding for Training Services through the Region VI Workforce Development Board. I understand that submission of this form to the Career Planner and or the Exceptions Committee does not guarantee I will be awarded funding.

Print Name

Sign Name

Date _____

**B-Customers requesting a second training
whose first training was paid for by WIA/WIOA**

Date _____